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3.01 Definitions:

"Contract" means the legally enforceable agreement, if any, that results from this solicitation. The parties to the Contract will be the State and the Contractor. The Contract shall be reduced to writing substantially in the form included in section 4.0 of the solicitation documents.

"Contract Administrator" means the STO employee who is primarily responsible for administration of the Contract. The Contract Administrator shall be identified in the contract, and the STO may appoint a different Contract Administrator, which shall not constitute an amendment to the Contract, by sending notice to the Contractor.

"Contract Manager" means the STO employee who is primarily responsible for the management of the Contract. The Contract Manager shall be identified in the Contract, and the STO may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending notice to the Contractor.

"Contractor" means a successful offeror, which, along with the STO, will enter into the Contract.

"DOE" means the Department of Education.

"Offeror" means the person submitting a reply to this solicitation.

"Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

"Purchase Order" means the form or format used to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

"Purchasing Director" means the person who is responsible for any communications relating to this solicitation. The Purchasing Director is identified in the Instructions to Offerors.

"Reply" means the offer extended to the State in response to this solicitation. The forms to accompany the reply are included in section 4.0 of these solicitation documents.

"STO" means the State of Florida, State Technology Office. The STO will be a party to the Contract. Following award, the STO shall be responsible for day-to-day administration of the Contract. The STO reserves the right to contract with a third-party service provider to assume responsibility for administration of the Contract.

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"State" means the State of Florida and/or its agencies. *Read and understand*

- 3.02 Product Version:** Purchase orders shall be deemed to reference a manufacturer's most recently released model or version of the product at the time of the order, unless the State specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version. *Read and understand*
- 3.03 Best Pricing Offer:** During the Contract term, if the Contractor sells substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, at a lower price, then at the discretion of the State the price under the Contract shall be immediately reduced to the lower price. *Read and understand*
- 3.04 Minority Business Utilization:** The STO and DOE support the fostering of continued economic growth and development for State of Florida Certified Minority businesses. The STO and DOE intends to seek out and consider Minority Business Enterprises and solicit their interest, capability and prices and encourages minority participation in contracting opportunities wherever possible. For more information on becoming a CMBE, please contact the Office of Supplier Diversity, Department of Management Services at (850) 487-0915. *Read and understand*
- 3.05 Americans With Disabilities Act (ADA):** Contractor should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals. ADA compliance will be an important consideration for any procurement under this ITN. *Read and understand*
- 3.06 Energy Star Compliant:** The Federal Environmental Protection Agency (EPA) encourages the manufacture of energy efficient computer hardware, and the State supports this initiative. The STO prefers that all products offered under the Contract be Energy Star compliant and bear the EPA Energy Star Logo. *Read and understand*
- 3.07 Purchase Orders:** A Contractor shall not deliver or furnish products until the State transmits a purchase order. All purchase orders shall bear the Contract number and shall be deemed to incorporate by reference the Contract terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the State. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. The State reserves the right to revise this section in conjunction with implementation of an on-line procurement system. *Read and understand*
- 3.08 Packaging:** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain State's property. *Read and understand*
- 3.09 Manufacturer's Name and Approved Equivalents:** Unless otherwise specified, any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are descriptive, not restrictive. With the State's prior approval, the Contractor may offer any product that meets or exceeds the applicable specifications.

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The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The State shall determine in its sole discretion whether a product is acceptable as an equivalent. *Read and understand*

- 3.10 Inspection at Contractor's Site:** The State reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor or prospective Contractor (offeror) to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance. *Read and understand*
- 3.11 Safety Standards:** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution. *Read and understand*
- 3.12 Literature:** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc. *Read and understand*
- 3.13 Transportation and Delivery:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the State places an order. A Contractor, within five (5) days after receiving a purchase order, shall notify the State of any potential delivery delays. Evidence of inability to deliver or intentional delays shall be cause for Contract cancellation and Contractor suspension. *Read and understand*
- 3.14 Installation:** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with the State and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left

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clean and in a neat and unobstructed condition, with everything in satisfactory repair and order. *Read and understand*

- 3.15 **Inspection and Acceptance:** Inspection and acceptance shall be at destination unless otherwise provided. For Contractor-installed products, the date of acceptance is the date the STO accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the State shall certify in writing to the Contractor when the product is accepted (if training or other post-installation services are included in the purchase order, the acceptance shall be conditional). For State-installed products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the State shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damage to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When the State rejects a product, Contractor shall remove it from the premises within ten days after notification of rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the State shall have the right to dispose of it as its own property. Contractor shall reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected product. *Read and understand*

- 3.16 **Title to Deliverables:** For purposes of this section, a "product" is any deliverable furnished under the Contract, including but not limited to (1) components of the hardware environment, (2) printed materials, (3) third-party software, (4) programs and programming modifications, customizations, tools, data, modules, and components, and (5) any tangible or intangible properties embedded therein. A product is "existing" if it is a tangible or intangible licensed product that exists before Contract work begins (the Contractor shall bear the burden of proving that a product existed before work began). A product is "custom" if it is any product, preliminary or final, that is created under the Contract for the State by the Contractor or its employees, subcontractors, or agents.

For existing hardware products, title to a hardware product shall pass to the State upon written acceptance. For existing software products, that are normally commercially distributed on a license basis by the Contractor or other independent software proprietary owner (ISPO), whether or not embedded in, delivered, or operating in conjunction with hardware or a custom product, title shall remain with the Contractor or ISPO. Effective upon acceptance, such product shall be licensed to the State in accordance with the Contractor or ISPO's standard licensed agreement, provided, however, that the license agreement shall, at a minimum, (1) grant the State a non-exclusive license to use, execute, reproduce, display, perform, adapt (unless the Contractor demonstrates to the State before execution of a purchase order that adaptation will violate existing agreements or law) and distribute the product to authorized users up to the license capacity identified in the purchase order with all license rights necessary to effect the State's stated purpose, and (2) recognize the State as the licensee. Where these rights are not otherwise covered by the ISPO's standard license agreement, the Contractor shall

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obtain these rights at its sole expense. The State shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

For custom products, effective upon creation the Contractor hereby conveys to the State the sole and exclusive rights, title and interest in the product, including all trademark and copyrights, and the Contractor shall take all necessary and appropriate steps to ensure that the products are protected against unauthorized copying, reproduction, or marketing through the Contractor or its employees, subcontractors, or agents; provided, that the Contractor may otherwise use any related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under the Contract. In the alternative to taking exclusive ownership and title to such products, the State may elect, by providing written notice to the Contractor, to take a non-exclusive perpetual license to use, execute, reproduce, display, perform, and distribute the product as described in the preceding paragraph. ***Read and understand***

3.17 Software License Grant: Where product is acquired on a licensed basis, the following terms shall constitute the license grant. ***Read and understand***

- **Scope:** Licensee is granted a non-exclusive license to use, execute, reproduce, display, perform, or merge the product within its business enterprise in the United States up to the maximum licensed capacity identified on the purchase order. The product may be accessed, used, executed, reproduced, displayed, or performed up to the capacity measured by the applicable licensing unit identified on the purchase order (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation, etc.). Licensee shall have the right to use and distribute modifications and customizations of the product to and for use by anyone otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish licensor's proprietary title or interest. This paragraph grants no license, right, or interest in any trademark, trade name, or service mark.
- **Term:** The license term shall begin the date the product is accepted. Where a license involves licensee's right to copy a previously licensed and accepted master copy, the term shall begin the date the purchase order is executed.
- **Documentation:** Upon request, the Contractor shall deliver to the licensee at the Contractor's expense (1) one master electronic copy and one hard copy of product documentation or (2) one master electronic copy and hard copies of the product documentation by type of license in the following amounts, unless otherwise agreed: for individual/named user, one copy per licensee; for concurrent users, ten copies per site; for processing capacity, ten copies per site. The master electronic copy shall be in either CD-ROM or diskette format and usable without conversion (for example, if a unit has only a 3½" disk drive, software shall be provided on 3½" diskettes). The Contractor hereby grants the State a perpetual license right to make, reproduce (including downloading electronic copies), and distribute, either electronically or otherwise, copies of product documentation as necessary to enjoy full use of the product in accordance with the terms of the license.
- **Technical Support and Maintenance:** Licensee may elect the technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to the

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Contractor any time during the Contract term. Maintenance shall include, at a minimum, (1) providing error corrections, patches, updates, revisions, fixes, upgrades, and new releases to licensee, and (2) Help Desk assistance accessible via toll-free or local telephone call or on-line. The Contractor shall maintain the products so as to provide licensee with the ability to use the products in accordance with the product documentation, without significant functional downtime to ongoing operations during the maintenance term. The State shall not be required to purchase maintenance for use of the product, and the State's license shall not be invalidated for refusal to purchase maintenance. The maintenance term(s) and any renewals are independent of the Contract term. The State may discontinue maintenance at the end of any current maintenance term upon notice to the Contractor; provided, the term shall not automatically renew. If the State does not initially acquire, or discontinues, maintenance, the State may at any later time reinstate maintenance without any penalties or other charges, by paying the Contractor the amount, if any, that would have been due under the Contract for the period that maintenance had lapsed, or for twelve months, whichever is less.

- Transfers: Licensee's operations may be altered, expanded, or diminished. Licenses may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between agencies. Contractor approval is not required for such transfers, but licensee shall give prior written notice to the Contractor. There shall be no additional license or other transfer fees due, provided that (1) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site (e.g., named users, seats, or MIPS) or (2) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system to restrict use and access to the product to that unit of licensed capacity solely dedicated to beneficial use for licensee. If the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred site, and a logical or physical partition or other means of restricting use is not available, the fees due the Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.
- Restricted Use by Third Parties: Outsourcers, facilities management, service bureaus, or other services retained by licensee shall have the right to use the product to maintain licensee's operations, including data processing, provided that (1) licensee gives notice to the Contractor of such third party, site of intended use of the product, and means of access, (2) the third party has executed, or agrees to execute, the product manufacturer's standard nondisclosure or restricted use agreement, which agreement shall be accepted by the Contractor, and (3) the third party shall maintain a logical or physical partition within its computer system to restrict access to the program to that portion solely dedicated to beneficial use for licensee. Licensee shall not be liable for any third party's compliance or noncompliance with the terms of the nondisclosure agreement, nor shall the nondisclosure agreement create or impose any liabilities on the State or the licensee. Any third party with whom a licensee has a relationship for a State function or business activity shall have the temporary right to use product (e.g., Java applets), provided that

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such use shall be limited to the period during which the third party is using the product for the function or activity.

- Archival Backup: Licensee may use and copy the product and related documentation in connection with reproducing a reasonable number of copies for archival backup and disaster recovery procedures.
- Source Code Escrow: If either the product manufacturer/developer or the Contractor offers source code or source code escrow to any other commercial customer, or if either entity seeks bankruptcy protection, then the Contractor shall either (1) provide licensee with source code for the product, (2) place the source code in a third-party escrow arrangement with a designated escrow agent, which shall be identified to the State, and which shall be directed to release the deposited source code in accordance with a standard escrow agreement acceptable to the State, or (3) certify to the State that the product manufacturer/developer has named the State, acting by and through the State, and the licensee, as named beneficiaries of an established escrow arrangement with its designated escrow agent, which shall be identified to the State and licensee, and which shall be directed to release the deposited source code in accordance with the terms of escrow. Source code, as well as any corrections or enhancements, shall be updated for each new release of the product in the same manner as provided above and such updated shall be certified in writing to the State. The Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph. The State may release the source code to licensees under the Contract which have licensed product or obtained services, and which may use the copy of the source code to maintain the product.
- Confidentiality: The product is a trade secret, copyrighted and propriety product. Licensee and its employees shall not disclose or otherwise distribute or reproduce any product to anyone other than as authorized under the Contract. Licensee shall not remove or destroy any of the Contractor's proprietary markings.
- Restricted Use: Except as expressly authorized by the terms of license, licensee shall not: copy the product; cause or permit reverse compilation or reverse assembly of the product or any portion; or export the product in violation of any U.S. Department of Commerce export administration regulations.
- Proof of License: The Contractor shall provide to each licensee that places a purchase order either (1) the product developer's certified license confirmation certificates in the name of the licensee or (2) a written confirmation from the proprietary owner accepting the product invoice as a proof of license. The Contractor shall submit a sample certificate, or alternative confirmation, which shall be in a form acceptable to the licensee.
- Audit of Licensed Usage: The Contractor may periodically audit, no more than annually and at its expense, use of licensed product at any site where a copy resides provided that (1) the Contractor gives licensee at least thirty days written advance notice, (2) the audit is conducted during the licensee's normal business hours, (3) the audit is conducted by a State Inspector General's office or by an independent auditor chosen by mutual

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agreement of the licensee and Contractor as follows: the Contractor shall recommend a minimum of three auditing/accounting firms, from which the licensee shall select one; in no case shall the Business Software Alliance, Software Publishers Association, or Federation Against Software Theft be recommended by the Contractor or used, directly or indirectly, to conduct audits, (4) the Contractor and licensee shall designate a representative who shall be entitled to participate, who shall mutually agree on audit format, and who shall be entitled to copies of all reports, data, or information obtained from the audit, and (5) if the audit shows that the licensee was not in compliance, the licensee shall purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the Contract price then in effect or, if none, then at the Contractor's U.S. commercial list price. Once such additional licenses and capacities are purchased, licensee shall be deemed to have been in compliance retroactively, and licensee shall have no further liability of any kind for the unauthorized use of the product.

- **Bankruptcy:** The Contract is subject to the terms of section 365(n) of the United States Bankruptcy Code ("Code") if the licensor files a bankruptcy petition. Licensor's failure to perform its continuing obligations shall constitute a material breach of the Contract excusing performance by the licensee. Royalty payments for use of intellectual property shall be separate from and independent of payments for performance of all other obligations under the Contract (e.g., continuing development obligations, maintenance and support obligations, obligations to provide updates, indemnity obligations, etc.). Upon request, the licensor shall furnish licensee any intellectual property, as defined in the Code, and any embodiment of that intellectual property held by the licensor. If licensee must hire third-parties to perform support, maintenance, or development tasks previously performed by licensor, the licensee may provide intellectual property to such third-parties without violating non-disclosure or exclusivity provisions.

- 3.18 **Invoicing and Payment:** Invoices shall contain the Contract number, purchase order number, and the Contractor's SPURS vendor number. Invoices for per diem and travel expenses shall comply with section 112.061 of the Florida Statutes. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract. At the State's option, Contractors may be required to invoice electronically pursuant to State guidelines. Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Time limits do not begin until the Contractor submits a properly completed invoice. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State agencies. *Read and understand*
- 3.19 **Taxes:** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. *Read and understand*
- 3.20 **Annual Appropriations:** The State's performance and obligation to pay under the Contract are contingent upon an annual appropriation by the Legislature. The DOE will fund this project through annual state appropriations and other E-rate federal funding.

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Continuation of funding is subject to federal approval. The DOE will know no later than October 1 of each year whether sufficient funds are available to cover the required activities for that year. In the event that they are not, the contract will be canceled or amended as appropriate.

- 3.21 Governmental Restrictions:** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the State in writing, indicating the specific restriction. The State reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the State. *Read and understand*
- 3.22 Compliance with Laws:** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination. *Read and understand*
- 3.23 Lobbying and Integrity:** Pursuant to section 216.347 of the Florida Statutes, the Contractor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. In addition, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the State's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including

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overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment. *Read and understand*

- 3.24 **Indemnification:** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State. Further, the Contractor shall fully indemnify, defend, and hold harmless the State from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided that the State shall give the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State in an infringement action without the Contractor's prior written consent, which shall not be unreasonably withheld. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the State the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the State the right to continue using the product, the Contractor shall remove the product and refund the State the amounts paid in excess of a reasonable rental for past use. The State shall not be liable for any royalties. Except as specified in the foregoing portions of this section, for all other claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, consequential or punitive damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State may, in addition to other remedies available to it at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. *Read and understand*
- 3.25 **Suspension of Work:** The State may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The State

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shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the State shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation. *Read and understand*

- 3.26 **Termination for Convenience:** The State, by written notice to the Contractor, may terminate the Contract in whole or in part when the State determines in its sole discretion that it is in the State's interest to do so, without penalty or recourse by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the STO pursuant to the Contract prior to the effective date of termination. Contractor shall not furnish any goods or perform any services after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits. *Read and understand*
- 3.27 **Termination for Cause:** The State may terminate the Contract if the Contractor fails to (1) deliver the supplies or perform the services within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), Florida Administrative Code, governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted services or supplies were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under the Contract. *Read and understand*
- 3.28 **Force Majeure, Notice of Delay, and No Damages for Delay:** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor

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shall notify the State in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the STO. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the STO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the State determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State, in which case the State may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the State with respect to products subjected to allocation, and/or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part. ***Read and understand***

- 3.29 **Equitable Adjustment:** The State may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss. ***Read and understand***
- 3.30 **Scope Changes:** The State may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The State may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the State may solicit separate bids to satisfy them. ***Read and understand***
- 3.31 **Renewal:** Subject to Chapter 287 of the Florida Statutes, and upon mutual agreement, the State and the Contractor may renew the Contract, in whole or in part. Any renewal terms shall be specified in the original contract. ***Read and understand***
- 3.32 **Advertising:** The Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the State, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the

****I have read each section on this page and understand***

State or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the State in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives. ***Read and understand***

- 3.33 **Assignment:** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the State; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. The State may assign the Contract with prior written notice to Contractor of its intent to do so.

The STO shall deal through only one contractor, which shall retain the legal responsibility for performing all contractor obligations. ***Read and understand***

- 3.34 **Dispute Resolution:** Any dispute concerning performance of the Contract shall be decided by the Purchasing Director, who shall reduce the decision to writing and serve a copy on the Contractor. The decision of the Purchasing Director shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the State a petition for administrative hearing. The State's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, the Contractor waives any right to jury trial that it may have, and the prevailing party shall be awarded reasonable costs incurred, including attorneys' fees and costs on appeal. ***Read and understand***

- 3.35 **Employees, Subcontractors, and Agents:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the State. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an agency's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. ***Read and understand***

- 3.36 **Security and Confidentiality:** The Contractor shall comply fully with all security procedures of the State in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations

*I have read each section on this page and understand

information, or commercial proprietary information in the possession of the State. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's confidential information or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract. *Read and understand*

- 3.37 **Independent Contractor Status of Contractor:** The Contractor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of the State or deemed to be entitled to any benefits associated with such employment. During the term of the Contract, Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide the State with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions. *Read and understand*
- 3.38 **Insurance Requirements:** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. Upon request, the Contractor shall provide certificate of insurance. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida. *Read and understand*
- 3.39 **Warranty:** Contractor warrants the solution, and all products furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria. Warranty repairs shall be completed within the time specified in any support level requirements. If it is likely that the time for repairs will exceed the specified time, the Contractor shall provide equivalent loaner equipment upon request. Loaner equipment shall be provided at no cost, including shipment to the State's location and return of loaner equipment to the Contractor. *Read and understand*
- 3.40 **Warranty of Authority:** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract. *Read and understand*
*I have read each section on this page and understand

- 3.41 Warranty of Ability to Perform:** The Contractor shall provide the State, no later than the time the Contractor returns a signed copy of the Contract, with proof of a Certificate of Status from the Secretary of State, Division of Corporations, demonstrating that the Contractor is in good standing and legally authorized to transact business in Florida. Failure to submit this documentation shall be sufficient grounds for withholding payment under the Contract and cause for termination. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the State in writing if its ability to perform is compromised in any manner during the term of the Contract. *Read and understand*
- 3.42 Year 2000 Compliance Warranty:** All products furnished under the Contract shall be Year 2000 compliant, that is, able to accurately process date data from, into, and between the twentieth and twenty-first centuries, including leap year calculations. Resellers may provide a "pass through warranty" from the manufacturer/software developer, which meets all the warranty requirements specified by the State, and which shall include all other warranties provided by the manufacturer or software developer. Reseller shall be responsible for warranty assurance, assistance, enforcement and any other actions or remediation, required to satisfy warranty requirements. *Read and understand*
- 3.43 Warranty of No Hardstop/Passive License Monitoring:** Unless the State is specifically and conspicuously advised to the contrary in writing at the time of order and before product acceptance, the Contractor hereby warrants and represents that the product and upgrades do not and will not contain any computer code that would disable the product or upgrades or impair in any way operation based on the elapsing of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes called "time bombs," "time locks," or "drop dead" devices) or that would permit the Contractor to access the product to cause such disablement or impairment (sometimes called a "trap door" device). The Contractor agrees that upon an alleged breach of this provision, the State shall not have an adequate remedy at law, including monetary damages, and that the State shall be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any other remedies to which the State shall be entitled. *Read and understand*
- 3.44 Notice:** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery. Notices to the State shall be delivered to the Purchasing Director identified in the Instructions to Offerors. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice. *Read and understand*
- 3.45 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** To the extent that a product is certified by or is available from PRIDE, and has been approved in

**I have read each section on this page and understand*

accordance with section 946.515(2) of the Florida Statutes, it is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned. This provision is required by section 946.515(6) of the Florida Statutes; additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>. ***Read and understand***

- 3.46 Modification of Terms:** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions under the Contract. The Contract may only be modified or amended upon mutual written agreement of the State and the Contractor. No oral agreements or representations shall be valid or binding upon the State or the Contractor. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The State's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions. ***Read and understand***
- 3.47 Waiver:** The delay or failure by the STO to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the STO's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. ***Read and understand***
- 3.48 Execution in Counterparts:** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. ***Read and understand***
- 3.49 Severability:** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect. ***Read and understand***
- 3.50 Inspection Audit and Maintenance of Reports:** Representative of the STO, the Comptroller of the State of Florida, or the Auditor General of the State of Florida, or their duly authorized representatives, shall have access, for purposes of examinations and recovery, to any books, documents, papers, and records of the contractor as they may relate to this contract. The contractor shall maintain books, records and documents in accordance with acceptable accounting principles and practices that sufficiently and properly reflect charges made. The State Technology Office may unilaterally cancel any resultant contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material originated or received by the Contractor in conjunction with this contract subject to the provisions of Florida Statutes, Chapter 119. ***Read and understand***

****I have read each section on this page and understand***

Forms

Contents

4.0 FORMS

Attachment I	Invitation to Negotiate Acknowledgment Form (PUR 7105 Rev. 6/1/98)
Attachment II	Disclosure Statement
Attachment III	Procurement Cost Model
Attachment IV	Reference Form
Attachment V	General Specifications for MyFloridaNet

SUBMIT TO:

State Technology Office
4030 Esplanade Way, Suite 280N
Tallahassee, Florida 32399-0950

STATE OF FLORIDA

INVITATION TO NEGOTIATE

ACKNOWLEDGMENT

Page 1 of 56 pages	NEGOTIATIONS WILL BE HELD December 2, 2002 at 2:00 p.m. and may not be withdrawn within 60 days after such date and time.	NEGOTIATION NO. 02-STO-ITN-003
AGENCY MAILING DATE: 11/08/2002	TITLE: Bundled Internet Access Services	
STATE PURCHASING SUBSYSTEM (SPURS) VENDOR NUMBER F593633709-001		
VENDOR NAME Hayes E-Government Resources, Inc.		REASON FOR NO RESPONSE
VENDOR MAILING ADDRESS 1355 Thomaswood Dr.		
CITY - STATE - ZIP Tallahassee, FL 32308		POSTING OF NEGOTIATION TABULATIONS Bids tabulations with recommended awards will be posted for review by interested parties at the location where bids were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about 12/09/2002
AREA CODE 850	PHONE NUMBER 297-0551 FREE NUMBER 800-825-9390	

I certify that this negotiation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this negotiation and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements. In conducting negotiations with an agency for the State of Florida, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the respondent.

AUTHORIZED SIGNATURE (MANUAL)

Karen H. Martinoff, President/CEO

AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

- 1. NEGOTIATION:** Negotiation must contain a manual signature of authorized representative in the space provided above. Negotiation must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made to price must be initialed. The company name and SPURS vendor number shall appear on each page as required. (NOTE: If you are registered with DMS, your SPURS vendor number is located just above your firm's name on the label of the envelope transmitting this invitation.) Complete ordering instructions must be submitted with the negotiation. If you are not a registered vendor with the Department of Management Services, contact State Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (850) 487-4634 immediately.
- 2. NO RESPONSE:** If not submitting a negotiation package, respond by returning only this invitation to Negotiate acknowledgement form, marking it "NO RESPONSE" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the mailing list. NOTE: To qualify as a respondent, respondent must submit a "NO RESPONSE", and it must be received no later than the stated opening date and hour.
- 3. PRICES, TERMS AND PAYMENT:** Firm prices shall be quoted and include all packing, handling shipping charges and delivery to any point within the State of Florida.
 - a) TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See tax exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192, F.S.
 - b) CASH DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.
 - c) MISTAKES:** Respondents are expected to examine the specifications, delivery schedule, negotiated prices, and all instructions pertaining to supplies and services. Failure to do so will be at respondent's risk. In case of mistake in extension the unit price will govern.
 - d) CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this negotiation shall be new (current model available at the time of this negotiation). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - e) SAFETY STANDARDS:** Unless otherwise stipulated in the negotiation, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
 - f) INVOICING AND PAYMENT:** The contractor shall be paid upon submission of properly certified invoice to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of good or services, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractor's SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

INTEREST PENALTIES: Payment shall be made in accordance with Section 215.422, F.S., which states the contractor's rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR RESPONSE SYSTEM:** To access an interactive Voice Response System for vendor payment inquiry, vendors may call (850) 413-7269 between 7 a.m. and 6 p.m. Monday through Friday to check on the status of payments by State agencies. The system can accommodate English and Spanish speaking callers. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt an agency has five (5) working days to inspect and approve the goods and services, unless the response specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the letter of the date the invoice is received or the goods and services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03 F.S., will be due and payable, in addition to the invoice amount to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Invoices which have one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate of vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 486-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792. State Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, State Purchasing may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.

g) ANNUAL APPROPRIATIONS: The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

- 4. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** Any manufacturers names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The respondent may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). Measurements: Customary measurements appearing in these specifications are not intended to preclude responses for commodities with metric measurements. If responses are based on equivalent products, indicate on the response form the manufacturer's name and number. Respondent shall submit with his response, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous response will not satisfy this provision. The State of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Responses which do not comply with these requirements are subject to rejection. Responses lacking any written indication of intent to respond with an alternate brand will be received and considered in complete compliance with the specifications as listed on the response form. State Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the State unless evidenced by Change Notice issued and signed by the Agency Purchasing Director, or Purchasing Agent.

ATTACHMENT II

Rev. 11/82

DISCLOSURE STATEMENT

PARTNERSHIP OR INDIVIDUAL

I hereby certify that I, if an individual, or each of us, if a partnership, doing business as

(Name of Individual or Partnership)

(am)(is) not now involved in nor have I ever engaged in any private business venture or enterprise, directly or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director, or Bureau Chief within the Florida Department of Education.

I further certify that neither I, nor any partner, if a partnership, nor anyone acting in my or our behalf has requested that any of the above designated persons or any other employee of the Department of Education exert any

influence to secure the appointment of _____
(Name of Individual or Partnership)

under this proposed agreement.

(1) _____
Signature

Signature

Signature

(1) If partnership, each partner must sign & execute.

COMPANY OR CORPORATION

I hereby certify that neither I nor any owner, officer, director, or shareholder of corporation,

Hayes E-Government Resources, Inc., a **Florida** (1)
(Name of Corporation (Company)) (Name of State of Inc.)

licensed to do business in Florida, is presently involved in or has engaged in any private business venture or enterprise, directly or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director, or Bureau Chief with the Department of Education.

I further certify that neither I nor any owner, officer, director, or shareholder of this corporation or anyone acting on behalf of this corporation or any of its owners, officers, directors, or shareholders has requested that any of the above designated persons or any employee of the Department of Education exert any

influence to secure the appointment of _____ **Hayes E-Government Resources, Inc.** under
(Company) (Corporation)

this proposed agreement.

(2) _____
Signature

President/CEO

Title

(1) If company is not incorporated, insert "not incorporated" in this space.

(2) If incorporated this statement is to be executed by same person who

5. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the negotiation opening. Inquiries must reference the date of negotiation and negotiation number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by an Agency decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Chapter 28-110, Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.57(3), F.S. or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120 F.S.
6. **NOTICE OF NEGOTIATION PROTEST BONDING REQUIREMENT:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by State Purchasing or State agency pursuant to Section 120.57 (3), F.S., shall post with State Purchasing or the State agency at the time of filing the formal written protest, or within the 10 day period allowed for filing the formal written protest, a bond payable to State Purchasing or the State agency in an amount equal to 1 percent of the estimated total volume of the contract or \$5000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of State Purchasing pertaining to agencies' requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$5000, whichever is less. In lieu of a bond, State Purchasing or the State agency may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE REQUIRED TIME WILL RESULT IN A DENIAL OF THE PROTEST.**
7. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all respondents must disclose name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches.
8. **AWARDS:** As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all negotiations, waive any minor irregularity or technicality in any response received. When it is determined there is competition to the lowest responsible respondent, evaluation of other responses are not required. Respondents are cautioned to make no assumptions, unless their response has been evaluated as being responsive. All awards made as a result of this negotiation shall conform to applicable Florida Statutes.
9. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the State. Should the items fail testing, the State may require the vendor to reimburse the State for costs incurred by the State in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs, and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in negotiation and/or purchase order may result in contractor being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:
a) Supplier's name being removed from State Purchasing vendor mailing list.
b) All State departments being advised not to do business with the supplier without written approval from State Purchasing until such time as supplier reimburses the State for all procurement and cover costs.
10. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
b) Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
c) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
11. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this response prior to their delivery, it shall be the responsibility of the supplier to notify the State at once, indicating in a letter the specific regulation which required an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.
12. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, County and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any respondent shall not constitute a
- cognizable defense against the legal effect thereof.
13. **PATENTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article supplied by the contractor. The contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the State's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the contractor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending the contractor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the State agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the negotiated prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
14. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the State of Florida. This shall also apply to all in-place equipment on rent or lease plan. Price increases are not acceptable.
15. **CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of the contract. Also, cancellation may be required in accordance with Section 287.042(2)(b) and (c), F.S. In addition to the provisions of the Renewal Paragraph, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.
16. **RENEWAL:** The Purchaser reserves the option to renew the period of this contract or any portion thereof, for an additional term not to exceed the original contract period unless the original contract period is 24 months or less in which case the contract may be renewed up to 2 one year periods. Renewal of the contract period shall be by mutual agreement in writing.
17. **ADVERTISING:** In submitting a response, respondent agrees not to use the results therefrom as part of any commercial advertising.
18. **ASSIGNMENT:** Any Purchase Order issued pursuant to this negotiation and the monies which may become due hereunder are not assignable except with the prior written approval of the ordering agency. State Purchasing or State agency may assign the resulting contract upon mutual consent.
19. **LIABILITY:** The supplier shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
20. **FACILITIES:** The State reserves the right to inspect the respondent's facilities at any reasonable time with prior notice.
21. **THE SUCCESSFUL RESPONDENT(S) MUST PROVIDE:** A copy of any product literature and price list, in excellent quality black image on white paper.
22. **ADDITION/DELETION OF ITEMS:** The State of Florida reserves the right to add to or delete any item from this negotiation or resulting contract when deemed to be in the State's best interest.
23. **ORDERING INSTRUCTIONS:** Manufacturers are encouraged to negotiate direct naming dealers who will accept orders and complete deliveries. Respondent must include complete detailed ordering instructions, including SPURS vendor number(s) for invoicing dealers on the negotiation form provided.
24. **PUBLIC PRINTING:** A respondent must have at the time of negotiation a manufacturing plant in operation which is capable of producing the items negotiated and so certify upon request of the agency. Every agency of the State, including agencies within the legislative and judicial branches of government, shall give preference to respondents located within the State when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to that obtainable from a respondent located outside the State.
25. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Negotiate will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

NOTE:

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING NEGOTIATION DOCUMENTS CONSTITUTE AN OFFER FROM THE RESPONDENT. IF ANY OR ALL PARTS OF THE NEGOTIATION ARE ACCEPTED BY THE AGENCY REPRESENTATIVE AN AUTHORIZED REPRESENTATIVE OF STATE PURCHASING OF THE DEPARTMENT OF MANAGEMENT SERVICES SHALL AFFIX HIS SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

STATE OF FLORIDA

BY: _____ CONTRACT NUMBER _____
 AUTHORIZED AGENCY SIGNATURE
 DATE: _____ EFFECTIVE _____ THROUGH _____

ATTACHMENT III

Procurement Cost Model

To establish a level baseline from which to develop a total service cost, potential offerors must be able to utilize a standard connectivity value for bundled Internet access capacity for each site. These numbers do not represent system requirements, they are provided only to establish a level playing field to allow the STO and DOE to evaluate pricing as part of the initial proposal ranking.

DISTRICT	ADDRESS	CAPACITY	NON-RECURRING	RECURRING
Alachua	620 E. University Ave Gainesville FL, 32601-5498	DS3	\$0.00	\$17,517.29
Baker	290 Jonathan Street Macclenny, FL 32063-2328	2xT1	\$1,673.25	\$3,763.11
Bay	1311 Balboa Ave Panama City, FL 32401-2080	DS3	\$0.00	\$18,842.75
Bradford	501 W. Washington Street Starke, FL 32091-2525	T1	\$1,086.75	\$1,760.65
Brevard	2700 Judge Fran Jamieson Way Viera, FL 32940-6699	OC3	\$0.00	\$63,692.80
Broward	7720 W. Oakland Park Blvd Sunrise, FL 33351-6704	OC3	\$0.00	\$63,692.80
Calhoun	16651 SE River Street Blountstown, FL 32424-2311	T1	\$836.63	\$2,006.18
Charlotte	1445 Education Way Part Charlotte, FL 33948-1053	2xT1	\$1,932.00	\$3,074.81
Citrus	3741 W. Educational Path Lecanto, FL 34461-8051	2xT1	\$2,173.50	\$3,670.86
Clay	900 Walnut Street Green Cove Springs, FL 32043-3129	DS3	\$0.00	\$18,842.75
Collier	5775 Osceola Trail Naples, FL 34109-0919	2xT1	\$1,932.00	\$3,074.81

Columbia	528 W. Duval Street	DS3	\$0.00	\$18,842.75
	Lake City, FL 32055-3968			
Dade	1500 Biscayne Blvd #R337	OC12	\$0.00	\$218,471.22
	Miami, FL 33132-1436			
DeSoto	530 Lasolona Ave	2xT1	\$1,932.00	\$3,500.25
	Arcadia, FL 34266-4960			
Dixie	P.O. Box 890	2xT1	\$0.00	\$3,071.18
	Cross City, FL 32628-0890			
Duval	4019 Boulevard Center Drive Bldg A	DS3	\$0.00	\$18,842.75
	Jacksonville, FL 32207-2803			
Escambia	30 E. Texar Dr	DS3	\$0.00	\$18,842.75
	Pensacola, FL 32503-2902			
Flagler	P.O. Box 755	2xT1	\$0.00	\$3,071.18
	Bunnell, FL 32110-0488			
Franklin	155 Avenue East	1xT1	\$836.63	\$4,187.81
	Apalachicola, FL 32320-2099			
Gadsden	35 Martin Luther King Jr Blvd	2xT1	\$1,673.25	\$4,588.33
	Quincy, FL 32351-4400			
Gilchrist	310 NW 11th Avenue	2xT1	\$0.00	\$3,071.18
	Trenton, FL 32693-3804			
Glades	P.O. Box 459	1xT1	\$1,086.75	\$2,398.87
	Moore Haven, FL 33471-0459			
Gulf	150 Middle School Road	1xT1	\$836.63	\$2,314.73
	Port St Joe, FL 32456-2261			
Hamilton	4280 SW County RD 152	2xT1	\$1,673.25	\$4,648.83
	Jasper, FL 32052-3774			
Hardee	P.O. Box 1678	2xT1	\$1,932.00	\$4,315.67
	Wauchula, FL 33873-1678			
Hernando	919 N. Board Street	2xT1	\$0.00	\$3,071.18
	Brooksville, FL 34601-0000			
Highlands	426 School Street	DS3	\$2,673.75	\$21,187.73
	Sebring, FL 33870-4048			

Hillsborough	3993 E. 21st Ave Tampa, FL 33605-2305	OC3	\$8,050.00	\$63,692.80
Holmes	701 E. Pennsylvania Ave. Bonifay, FL 32425-2349	2xT1	\$2,173.50	\$3,719.38
Indian River	1990 25th Street Vero Beach, FL 32960-3395	DS3	\$0.00	\$10,493.75
Jackson	P.O. Box 5958 Marianna, FL 32447-5658	DS3	\$1,035.00	\$24,166.75
Jefferson	1490 W. Washington Street Monticello, FL 32344-1100	2xT1	\$1,932.00	\$3,003.42
Lafayette	Rt 2 Box 10 Mayo, FL 32066-9248	T1	\$836.63	\$2,363.13
Lake	201 W. Burleigh Blvd Tavares, FL 32778-3711	DS3	\$1,035.00	\$26,623.05
Lee	2055 Central Ave Fort Meyers, FL 33901-3913	DS3	\$2,673.75	\$29,706.13
Leon	520 Appleyard Drive Tallahassee, FL 32304-3839	DS3	\$0.00	\$19,283.19
Levy	P.O. Drawer 129 Bronson, FL 32621-0129	DS3	\$0.00	\$18,842.75
Liberty	P.O. Box 429 Bristol, FL 32321-0429	T1	\$836.63	\$2,578.51
Madison	312 NE Duval Street Madison, FL 32340-2552	T1	\$1,086.75	\$2,434.32
Manatee	109 26th Avenue West Bradenton, FL 34205-0000	OC3	\$8,050.00	\$63,692.80
Marion	P.O. Box 670 Ocala, FL 34478-0670	DS3	\$1,035.00	\$23,289.50
Martin	500 E. Ocean Blvd Stuart, FL 34994-2578	DS3	\$0.00	\$18,842.75

Monroe	P.O. Box 1788	DS3	\$0.00	\$18,842.75
	Key West, FL 33041-1788			
Nassau	1201 Atlanta Ave	DS3	\$0.00	\$18,842.75
	Fernandina Beach, FL 32034-3499			
Okaloosa	120 Lowery PL SE	2xT1	\$1,713.50	\$3,313.18
	Ft. Walton Beach, FL 32548-5595			
Okeechobee	700 SW 2ND Avenue	2xT1	\$1,932.00	\$4,847.46
	Okeechobee, FL 34974-5117			
Orange	445 W. Amelia Street	OC3	\$0.00	\$63,692.80
	Orlando, FL 32801-1128			
Osceola	817 Bill Beck Blvd	DS3	\$1,035.00	\$22,938.60
	Kissimmee, FL 34744-4495			
Palm Beach	3344 Forest Hill Blvd #B246	OC3	\$0.00	\$63,692.80
	West Palm Beach, FL 33406-5869			
Pasco	7205 Land O' Lakes Blvd	2xT1	\$2,300.00	\$7,790.18
	Land O' Lakes, FL 34639-0000			
Pinellas	301 4th Street SW	OC3	\$8,050.00	\$63,692.80
	Largo, FL 33770-3536			
Polk	P.O. Box 391	DS3	\$5,635.00	\$19,447.75
	Bartow, FL 33831-0391			
Putnam	200 S. 7th Street	DS3	\$0.00	\$18,842.75
	Palatka, FL 32177-4615			
St. Johns	40 Orange Street	2xT1	\$0.00	\$3,071.18
	St. Augustine, FL 32084-3633			
St. Lucie	532 North 13th Street	DS3	\$0.00	\$18,842.75
	Ft. Pierce, FL 34950-8219			
Santa Rosa	6556 Firehouse RD	2xT1	\$0.00	\$3,071.18
	Milton, FL 32570-3411			
Sarasota	1960 Landings Blvd	OC3	\$8,050.00	\$63,692.80
	Sarasota, FL 34231-3304			
Seminole	400 E. Lake Mary Blvd	DS3	\$0.00	\$18,842.75
	Sanford, FL 32773-7127			

Sumter	2680 W. County Road 476	2xT1	\$2,173.50	\$3,835.90
	Bushnell, FL 33513-3574			
Suwannee	702 2nd Street NW	2xT1	\$0.00	\$4,276.15
	Live Oak, FL 32065-1608			
Taylor	318 North Clark Street	2xT1	\$5,037.00	\$6,064.36
	Perry, FL 32347-2930			
Union	55 Sw 6th Street	T1	\$836.63	\$1,795.64
	Lake Butler, FL 32054-2599			
Volusia	P.O. Box 2118	DS3	\$0.00	\$18,842.75
	Deland, FL 32721-2118			
Wakulla	87 Andrew Hargrett Sr RD	2xT1	\$1,932.00	\$2,841.28
	Crawfordville, FL 32327			
Walton	145 Park St. Suite 5	DS3	\$2,173.50	\$11,897.11
	Defuniak Springs, FL 32435-2909			
Washington	652 Third Street	2xT1	\$0.00	\$3,071.18
	Chipley, FL 32428-1442			
Deaf/Blind	207 N. San Margo Ave	2xT1	\$0.00	\$3,071.18
	St. Augustine, FL 32084-2799			
Dozier Sch	P.O. Box 490	T1	\$1,086.75	\$1,874.69
	Marianna, FL 32447-0490			
FAU Lab Sch	777 Glades Road	T1	\$0.00	\$1,378.29
	Boca Raton, FL 33431-6498			
FSU Lab Sch	Florida State University 4420	T1	\$0.00	\$1,091.52
	Tallahassee, FL 32306-4420			
FAMU Lab Sch	P.O. Box A-19	T1	\$0.00	\$1,091.52
	Tallahassee, FL 3307-5000			
UF Lab Sch	1080 SW 11th Street	T1	\$0.00	\$1,378.29
	Gainesville, FL 32601-7899			
NEFEC	3841 Reid St.	DS3	\$0.00	\$18,842.75
	Palatka, FL 32177			
Hartland	1096 US Highway 27 North	DS3	\$2,673.75	\$21,187.73

	Lake Placid, FL 33852			
PACE	753 West Boulevard	DS3	\$0.00	\$18,842.75
	Chipley, Florida 32428			
Sum total of all connections			\$95,651.28	\$1,381,945.02

ATTACHMENT IV

REFERENCE

- PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR A MINIMUM OF THREE (3) BUSINESS WHERE SIMILAR SERVICES HAVE BEEN COMPLETED

BUSINESS NAME:	FIRN
ADDRESS:	325 West Gaines Street, Tallahassee, FL 32399-0400
CONTACT PERSON:	Earl Philip-Guide
PHONE NUMBER:	850.487.7958
FAX NUMBER:	850.922.1359
E-MAIL ADDRESS:	earle.philip-guide@fldoe.org
DATE OF SERVICES:	Last 10 Years
BUSINESS NAME:	Supreme Court
ADDRESS:	500 South Duval Street, Tallahassee, FL 32399
CONTACT PERSON:	Mike Love
PHONE NUMBER:	850.413.7321
FAX NUMBER:	850.410.1521
E-MAIL ADDRESS:	lovem@flcourts.org
DATE OF SERVICES:	Last 6 Years
BUSINESS NAME:	State Technology Office
ADDRESS:	4030 Esplanade Way, Room 180, Tallahassee, FL 32399
CONTACT PERSON:	Charles Ghini
PHONE NUMBER:	850.922.7439
FAX NUMBER:	850.413.7067
E-MAIL ADDRESS:	ghinic@dms.state.fl.us
DATE OF SERVICES:	Last 10 Years

ATTACHMENT V

General Specifications for MyFloridaNet

The STO will direct the implementation of a common network based on the Internet Protocol (IP) and the establishment of common services for the entire enterprise, including the capability to tailor these services to meet the varied needs of the entities within the enterprise. This network may be provided by an Enterprise Systems Integrator acting as a general contractor.

New Management Framework

The effectiveness of a new physical network will be enhanced with a corresponding set of new ground rules governing the relations between all participants (agencies, eligible entities, the STO, vendors, and strategic partners). Any new structure, ultimately adopted, must solve the problems which limit the pace of change. Prospective strategic partners will be required to be flexible, aggressively manage change, and adopt new technologies and partners.

General Requirements

1. The key component of STO's management framework will be flexibility and adaptability for change. The components of the network itself will require the same level of importance be placed on flexibility and adaptability. A paramount concern of the MyFloridaNet initiative is to obtain partners committed to providing hardware, software, staff and administrative services under the philosophy of rapidly accommodating change.
2. Unlike the existing SUNCOM Layer 2 service environment, under the MyFloridaNet initiative, STO expects to outsource all Layer 2 provisioning, providing a routed Internet Protocol only environment.
3. All infrastructure services and access methods supported by the current networks must be adapted/migrated.

High Availability and Reliability Philosophy

All core network services and Internet gateway offerings must have high availability and reliability to properly support the many public safety oriented connections. The network implementation must reflect a resilient design model.

IP Core Functionality

As outlined in the section on high availability, components involved in the core of the network must be available with virtually one hundred percent reliability. Other critical measures of core services are minimal latency, cost of ownership and support, plus flexibility.

1. IP Core Node facilities will assimilate all permitted/certified STO access technologies as part of the local loop aggregation construct.
2. STO requires a strategy to implement VPNs within a common physical IP network. A common physical IP network provides cost efficiencies and affordable redundancy, yet such an implementation must recognize the individual characteristics of the diverse population of agencies. An example of the need for logical separation is to maintain the e-rate eligibility for educational.
3. STO requires each IP Core Node facility to be constructed with independent backbone connections, physically diverse, designed to minimize single points of failure. Where feasible, global Internet gateways will be configured using design considerations yielding robust connectivity.

Support for Existing Voice Services

From the perspective of existing voice, the MyFloridaNet initiative will encompass all features services now offered.

1. This includes the network components traditionally known as access, edge switches (end office), and the network core.
2. The MyFloridaNet initiative will integrate all local service and long distance.

Daily Operations Management

MyFloridaNet operational management considerations include billing, change control, alert monitoring and data collection. Operational management is a critical component in overall quality and cost effectiveness of the statewide enterprise. Without the required management tools and services, it would be impossible to provide a highly available core with the desired quality of communication.

IP Quality of Service

The overall strategy is to implement a distributed QoS implementation where edge devices network-wide perform application recognition to identify flows and classify packets according to unique agency policies and needs.

Multi-Protocol Label Switching

Multi-Protocol Label Switching, MPLS, is envisioned to be the core technology of the MyFloridaNet initiative supporting backbone services and technologies.

IP Multicast Requirement and Multimedia Support

Under MyFloridaNet, the deployment of IP multicast services must support customer multimedia and voice applications. The network will support H323 and SIP protocols and services.

Security

A distributed security model is to be supported by MyFloridaNet which will require deployment of firewalls and IDS services throughout the network. IPSec VPN services will also be supported by MyFloridaNet for internal and external secure communications and access.

Addressing

The State Technology Office has acquired IPv6 addresses which will be utilized within the new infrastructure.